

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 26		
2. Contract (Proc. Inst. Ident) No. W56HZV-04-D-0221		3. Effective Date 2004AUG11		4. Requisition/Purchase Request/Project No. SEE SCHEDULE				
5. Issued By TACOM WARREN AMSTA-AQ-ADBB DONALD ALEXANDER (586)574-5013 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: ALEXANDD@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD C PAS NONE ADP PT HQ0339		Code S1403A			
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CONLEY & ASSOCIATES, INC. CONLEY & ASSOCIATES, INC. 930 KEHRS MILL ROAD BALLWIN, MO. 63011-2462 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
				9. Discount For Prompt Payment Net 30 Days				
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12		
Code OJDM6 Facility Code				To The Address Shown In:				
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339			
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(5) <input type="checkbox"/> 41 U.S.C. 253(c)			14. Accounting And Appropriation Data					
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee Cost Contract	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount			
Contract Expiration Date: 2005AUG20		15G. Total Amount Of Contract			\$0.00			
16. Table Of Contents								
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)	
Part I - The Schedule				Part II - Contract Clauses				
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	18	
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments				
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	26	
	D	Packaging and Marking		Part IV - Representations And Instructions				
X	E	Inspection and Acceptance	11		K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	12					
X	G	Contract Administration Data	13		L	Instrs., Conds., and Notices to Offerors		
X	H	Special Contract Requirements	14		M	Evaluation Factors for Award		
Contracting Officer Will Complete Item 17 Or 18 As Applicable								
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer M. J. FRANZEN FRANZENM@TACOM.ARMY.MIL (810)574-6304				
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004AUG11		

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Name of Offeror or Contractor: CONLEY & ASSOCIATES, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

This contract is awarded to Conley and Associates to develop and perform New Equipment training for the IMCVS Iraqi vehicles purchased under separate contracts.

The contract is a Cost Plus Fixed Fee and Cost effort.

The contract is a One Year task order requirements.

Task Orders will placed as requirements become available after award of the vehicle contracts. Individual task orders will define the level of training for the vehicles under contract.

*** END OF NARRATIVE A 001 ***

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
(a) Contract Number W56HZV-04-D-0221 is awarded to Conley and Associates, Inc. The Government accepts your proposal dated 30 Jul 2004 in response to Solicitation Number: W56HZV-04-D-0221, signed by James Conley, Vice President of your company.			
(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:			
Shipping Characteristics: FOB Destination			
Others: -N/A-			
(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (http://contracting.tacom.army.mil/) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.			
(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A			
[End of Clause]			
A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.			
(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.			
(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.			
(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.			

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(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-3	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

A-4	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS'))" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

A-5	52.217-4911 (TACOM)	NOTICE OF URGENT REQUIREMENT	NOV/2001
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TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Clause]

A-6	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

Name of Offeror or Contractor: CONLEY & ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	THE PROGRAM YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.				
	NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE PROGRAM YEAR IN WHICH THE ORDER IS ISSUED, NOT THE DELIVERY DATE.				
	(End of narrative A001)				
	<u>NEW EQUIPMENT TRAINING DEVELOPMENT</u>		EA		
	NOUN: IMCVS NET DEVELOPMENT SECURITY CLASS: Unclassified				
	Cost Plus Fixed Fee effort for the development of training classes. Fixed Fee = 10%.	Estimated Cost			\$1,574,219.38
		Fixed Fee			\$ 157,421.94
	Total	Estimated Cost			\$1,731,641.32
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				

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Name of Offeror or Contractor: CONLEY & ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<u>DATA ITEMS</u> SECURITY CLASS: Unclassified				
A001	<u>IMCVS PROJECT MGMT PLAN</u> NOUN: MANAGEMENT PLAN SECURITY CLASS: Unclassified Contractor's project management plan per Section C paragraph 10.1 and CDRL A001. (End of narrative B001) <u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: MANAGEMENT PLAN PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: A <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination		LO		\$** NSP **

Name of Offeror or Contractor: CONLEY & ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p><u>END OF COURSE REPORT</u></p> <p>NOUN: COURSE TRAINING REPORT SECURITY CLASS: Unclassified</p> <p>Contractor's end of course training report per Section C paragraph 10.2 and CDRL A002.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: TRAINING REPORT PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p>		EA		\$** NSP **

Name of Offeror or Contractor: CONLEY & ASSOCIATES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<p><u>MONTHLY STATUS REPORT</u></p> <p>NOUN: STATUS REPORT SECURITY CLASS: Unclassified</p> <p>Contractor's monthly status report per Section C paragraph 10.3 and CDRL A003.</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: MONTHLY STATUS RPT PROCUREMENT DOCUMENTATION LOCATION: ADDENDA: C</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p>		MO		\$** NSP **

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

New Equipment Training (NET) for Iraqi Ministries Civilian Vehicle Systems (IMCVS)

Statement of Work

1. The Contractor shall provide New Equipment Training (NET) for Iraqi Ministries Civilian Vehicle Systems (IMCVS) which are identified in Attachments 001, 002 and 003. The NET training shall consist of operation of the vehicle and associated vehicle equipment and operator Preventive Maintenance Checks and Services (PMCS) training for the vehicles and associated vehicle equipment. The training shall ensure safe operation of the vehicles and associated vehicle equipment.

2. The training provided shall be specific to and performed on the vehicles and associated equipment, as specified in the individual Task Orders. One vehicle of each type will be provided at the training locations for use by the Contractor and students during training. Any required fuel for operation of the vehicles will be provided to the Contractor by the Iraq Government.

3. The Contractor shall conduct training at secure facilities within Baghdad and Basrah, Iraq. The facilities will be provided to the Contractor by the Government. (Site specific information will be provided with each individual task order) Not all vehicles and their associated equipment will be trained at each site.

4. The Government shall provide the necessary manuals for New Equipment Training development. The Contractor will be provided a listing of vehicles that have been awarded under the IMCVS program. This list will include contact information for the vehicle contractors and/or OEMs so that the Contractor can obtain any and all necessary information and knowledge necessary for training development.

5. The Contractor shall provide qualified instructors who are fluent in the Iraqi dialect of Arabic to conduct the training. Training shall be on a "Train the Trainer" basis. The individuals trained by the Contractor will be expected to train others in the operation and maintenance of the IMCVS vehicles and associated vehicle equipment. The Contractor shall train a maximum of 10 (ten) students per class.

6. The Contractor shall furnish any training aids, tools (special and common) for use during training, and training course material as necessary to complete the training.

7. Operator Training and Operator PMCS Training

7.1 The Contractor shall design the training to instruct operators in the proper vehicle and associated vehicle equipment operating procedures, including instrument familiarization, proper safety procedures and PMCS.

7.2 The duration of training shall not exceed 32 hours for any one vehicle and associated vehicle equipment. The duration of training for less complex vehicles shall be less than 32 hours.

7.3 The Contractor shall conduct each class on consecutive days, eight hours per day, beginning at 0800 each day. At the end of training, each student shall demonstrate their successful completion of the course material by operating the vehicle and associated vehicle equipment and by performing PMCS on them.

7.4 The training shall begin at a place "to be determined" and a time "to be determined". The time is anticipated to be not later than 30 days after delivery of vehicles to training locations. For the purposes of proposals, the date for beginning of training is not later than 15 September 2004.

8. Student Guide (SG) and Instructor Guide (IG)

8.1. The Contractor shall develop Student Guides (SG) to support the operator training and operator PMCS training for each vehicle type and its associated vehicle equipment. The Contractor shall provide each student with an SG to retain. The SG shall be in the Iraqi dialect of Arabic.

8.2. The Contractor shall develop Instructor Guides (IG) to support the operator training and operator PMCS training for each vehicle type and its associated vehicle equipment. The Contractor shall provide each student with a copy of the IG to retain, since this training is being conducted on the basis of "Train the Trainer". The IG will be for the use of the students for future training of others.

8.3 Both the SG and IG shall be clear, accurate, and specific to the vehicle and associated vehicle equipment that the Contractor is providing training for.

8.4 The Contractor shall include in each SG and IG a one page insert with Manufacturer's Warranty and Dealer Network Contact information, specific for the vehicle.

9. Technical Manuals for Training

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9.1 Each vehicle provided to the Contractor for use in conducting training will include an operator's manual. However, this manual, which will have been shipped with each vehicle by the vehicle contractor or OEM shall remain with the vehicle.

10. Reports

10.1 Management Plan CLIN 1003 A001 (Exhibit A CDRL A001)

The contractor shall prepare and maintain an IMCVS Project Management Plan. This plan will be prepared in contractor format. The plan shall contain essential management information including a current listing of points of contact and contact information, project schedules for issued task orders, a table of the IMCVS vehicles and the status of training for these vehicles, a table summarizing travel by task order, and an attachment providing the formats for the instructor guides and student guide, and any other information consider necessary by the PCO or the contractor program manager. The management plan shall be updated as often as required to maintain current INCVS Program information.

10.2 End of Course Training Report CLIN 1003 A002 (Exhibit B CDRL A002)

Upon completion of training for each course the contractor shall prepare an End of Course Training Report. The report will be prepared in contractor format and be delivered to the PCO. This report will identify the vehicle and line number trained, the number of students completing the training, an end of course evaluation report containing student feedback, any problems or difficulties experienced during the training, and any recommendations for future training.

10.3 Monthly Status Reports CLIN 1003 A003 (Exhibit C CDRL A003)

The contractor shall deliver by the fifth working day of each month a report that provides the status of the training development and training delivery for each vehicle by line number for which task orders have been issued. This report will be prepared in contractor format and shall provide the task progress, problems encounter, recommended solutions, and plans for the following month. The Monthly Status Report shall also provide a summary of labor hours and cost by labor category, subcontracting costs, material cost, and travel costs.

SEE ATTACHMENT 001 FOR VEHICLE TYPES TO BE TRAINED AT BASRAH, IRAQ

SEE ATTACHMENT 002 FOR VEHICLE TYPES TO BE TRAINED AT BAGHDAD, IRAQ

SEE ATTACHMENT 003 FOR VEHICLE TYPES TO BE TRAINED AT BOTH LOCATIONS (BASRAH AND BAGHDAD)

Note: There is no Line Item 31

*** END OF NARRATIVE C 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

F-4 DATA

All data deliverables under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423 and shall be delivered F.O.B. Destination to the address's specified in Block 14 of the DD Form 1423.

F-5 PERIOD OF PERFORMANCE

The period of performance for this contract is one year from the date of contract award.

F-6 DELIVERY SCHEDULE FOR TASK ORDERS

The delivery schedule shall be specified in each task order.

All task orders must be issued by the authorized Government Contracting Officer. No work shall be performed by the contractor prior to issue of the task order.

Delivery of New Equipment Training (NET) development and training in Iraq shall be in accordance with the task order schedule. All training packages related to the task order shall be delivered to the cognizant Contracting Officer who issued the task order and the designated representative as specified under the task order.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-3	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
H-4	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-5	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	OCT/2003
H-6	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-7	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-8	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-11	252.246-7001	WARRANTY OF DATA	DEC/1991
H-12	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through Aug 20 2005.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-13	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 training class, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 20 training classes.

(2) Any order for a combination of items in excess of 20 classes.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-14	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

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- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 2005.

[End of Clause]

H-15 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
- (End of provision)

H-16 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/1998

- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (b) The requirements of this clause do not apply to any subcontractor that is-
- (1) A foreign government;

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(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-17 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aa.is.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-18 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989

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(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-19 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H-20 Student and Instructor Guides Copy Rights

Development of the training materials under this contract will be an independent authorship by the Contractor. However, at times during development of the training materials, it may be necessary for the contractor to make fair use of illustrations and short, instructive passages from the OEMs' manuals that are provided under this contract as Government Furnished Property. In those instances, proper attribution to the manual by page, paragraph, and/or illustration number should be made by the contractor.

End of Clause

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-24	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-31	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-36	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-37	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-40	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-41	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-43	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-44	52.232-17	INTEREST	JUN/1996
I-45	52.232-20	LIMITATION OF COST	APR/1984
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-25	PROMPT PAYMENT	OCT/2003
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996

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	Regulatory Cite	Title	Date
I-51	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-52	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE I, dated April 1984)	AUG/1987
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.245-1	PROPERTY RECORDS	APR/1984
I-59	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-60	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-61	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-62	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-63	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-64	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-65	52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN/1997
I-66	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-67	52.249-14	EXCUSABLE DELAYS	APR/1984
I-68	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-69	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-70	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-71	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-72	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-73	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-74	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-75	252.216-7003	ECONOMIC PRICE ADJUSTMENT - WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT	JUN/1997
I-76	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-77	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-78	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-79	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-80	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-81	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-82	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-83	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-84	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-85	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-86	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-87	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-88	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-89	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-90	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-91	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The

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Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

[End of Clause]

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overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-93	52.225-8	DUTY-FREE ENTRY	FEB/2000
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(a) Definition. "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

- (1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--
 - (i) Foreign supplies;
 - (ii) Estimated amount of duty; and
 - (iii) Country of origin.
- (2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.
- (3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--
 - (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
 - (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.
- (e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will

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assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--

- (1) Delivery address of the Contractor (or contracting agency, if appropriate);
- (2) Government prime contract number;
- (3) Identification of carrier;

(4) Notation ``UNITED STATES GOVERNMENT, _____ [agency], _____ Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.'';

- (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
- (6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to--

- (1) Consign the shipment as specified in paragraph (g) of this clause;
- (2) Mark all packages with the words ``UNITED STATES GOVERNMENT'' and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--

- (1) Foreign supplies;
- (2) Country of origin;
- (3) Contract number; and
- (4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if--

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

- (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

[End of Clause]

I-94 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Iraq, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Iraq, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

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Name of Offeror or Contractor: CONLEY & ASSOCIATES, INC.		

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Eastern Missouri District
200 North Broadway, Suite 1500
St. Louis, MO 63102

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

[End of Clause]

I-96 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-97 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

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(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-98 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-99 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR

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database;

- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-10052.204-4009MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATIONJUN/1999

(TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-10152.215-17 -- Waiver of Facilities Capital Cost of Money.(Oct 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

(End of Clause)

*** END OF NARRATIVE I 001 ***

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	MANAGEMENT PLAN CDRL A001	30-JUL-2004	001	
Exhibit B	COURSE TRAINING REPORT CDRL A002	30-JUL-2004	001	
Exhibit C	MONTHLY STATUS REPORT CDRL A003	30-JUL-2004	001	
Attachment 001	BASRAH TRAINING LINES	28-JUN-2004	002	
Attachment 002	BAGHDAD TRAINING LINES	28-JUN-2004	001	
Attachment 003	BASRAH & BAGHDAD TRAINING LINES	28-JUN-2004	001	

VEHICLE TYPES TO BE TRAINED AT BASRAH, IRAQ

Line 12 - Crane, Truck, 10T, 4X2
Line 20 - Truck, Dump 16 cu M
Line 23 - Trk, Cargo, 16 Ton, 6x4
Line 23 - Truck, Cargo, 16 Ton, 6X4
Line 24 - Truck, Cargo, Dropside, 14,545 kg, 6X4
Line 27 - Truck, Side Boom, Pipe Layer, 40 Ton
Line 28 - Truck, Side Boom, Pipe Layer, 63 Ton
Line 30 - Garbage Truck, Press Pack Tip (PPT)
Line 32 - Vacuum Haul Truck
Line 33 - Tractor w/5th Wheel Carriage, AWD
Line 35 - Truck, 6X4, with Low Bed Trailer, 50 Ton
Line 36 - Truck, 6X4, with Low Bed Trailer, 70 Ton
Line 39 - Recovery Truck, 30 Ton 6X4
Line 40 - Recovery Truck, 8 Ton 6X4
Line 56 - Mobile Cold Storage Truck
Line 57 - Truck, 6X4, Liquid Caustic Soda, 16,000 Liter Tanker
Line 58 - High-Lift Truck, 4x4
Line 59 - Aerial Platform Vehicle, 4x2, Relamping Truck
Line 60 - Compressor, Air 600 CFM Mobile
Line 61 - Welding Machine and Generator, 500-600 AMP Output
Line 62 - Trk, HD w/HCL Tank, 15,000 L
Line 63 - Truck, 6X4, Sulfuric Acid, 15,000 Liter Tanker
Line 64 - Semi-Trailer Tanker, LPG, 45,500 Liters (20 Ton)
Line 66 - Fuel Tank Truck, 4X2, 12,000 Liter Tank Capacity
Line 67 - Lit Fuel Tank, Semi
Line 68 - Fuel Tank Truck, 4X2, 4,000 Liter Tank Capacity
Line 69 - Fuel Tank Truck, 4X2, 8,000 Liter Tank Capacity
Line 70 - Semi Trailer Fuel Tank
Line 71 - Truck, Tractor, 6X4
Line 76 - Truck, Tractor, 6X4, with Water Tank Trailer, 36,000 Liter, Potable
Line 77 - Forklift, Industrial, 10 Ton, Diesel Engine
Line 78 - Forklift, Industrial, 2 Ton, Diesel Engine
Line 79 - Forklift, Industrial, 2.5 Ton Capacity, Diesel Engine
Line 80 - Forklift, Industrial, 3 Ton, Diesel Engine
Line 82 - Forklift, Industrial, 5 Ton Capacity, Diesel Engine
Line 83 - Forklift, Industrial, 5 Ton Capacity, Diesel Engine, Explosion Proof Safety Rating
Line 87 - Dumper, Bucket, 1.5 Cu M Cap
Line 93 - Tractor, Track (Bulldozer), 25 Ton Minimum Operating Weight
Line 94 - Tractor, Track (Bulldozer), 38 Ton Minimum Operating Weight
Line 95 - Compactor, Roller
Line 96 - Compactor, Single Drum, Vibratory, Smooth

VEHICLE TYPES TO BE TRAINED AT BAGHDAD, IRAQ

Line 9 - Van, Panel, 1 Ton
Line 74 - Water Tank Truck, 10,000 Liter, Potable
Line 84 - Utility Vehicle
Line 85 - Utility Vehicle, Front Loader, Skidsteer
Line 103 - Truck, Mobile Blood Collection Unit
Line 105 - Truck, Refrigerated Blood Bank

VEHICLE TYPES TO BE TRAINED AT BAGHDAD and BASRAH, IRAQ

Line 1 - Bus, Adult, 45 Seat, 4x2 - BOTH SITES
Line 2 - Bus, Adult, 32 Seat, 4x2 - BOTH SITES
Line 72 - Trcuk, Cesspit Emptyier - BOTH SITES
Line 86 - Water Tank Truck, 6X4, 16,000 Liter, Potable - BOTH SITES